



DEPARTMENT OF BUILDING AND DEVELOPMENT  
STAFF REPORT

## **PLANNING COMMISSION PUBLIC HEARING**

**DATE OF HEARING: December 17, 2009**

**Revisions to the Town of Purcellville**

**Land Development and Subdivision Control Ordinance**

**DECISION DEADLINE: January 7, 2010**

**ELECTION DISTRICT: Blue Ridge PROJECT PLANNER: Scott Berger**

### **EXECUTIVE SUMMARY**

On October 7, 2009, the Town of Purcellville requested that the County review and approve amendments to the Town's Land Development and Subdivision Control Ordinance (LDSCO). Per State Code § 15.2-2248, when a municipality has subdivision control outside their corporate boundary, changes to the subdivision regulations must be reviewed and approved by the County into which subdivision control is extended. Since Purcellville has subdivision control within the Town's UGA/Joint Land Management Area (JLMA), the County must review and either approve or disapprove the amendments proposed.

The substantive subdivision ordinance changes proposed by the Town are as follows:

1. Changes to ensure compliance with current Code of Virginia provisions related to bonding.
2. Technical improvements for clarification purposes including:
  - a. Codification of a Town policy to require a professional engineer or surveyor to prepare bond estimates.
  - b. Clarification that any improvements to be dedicated to Loudoun County within the Town's extra-territorial subdivision jurisdiction shall be bonded in accordance with the County's bonding policy.
  - c. Clarification of the conditions under which bonding is required.
  - d. Definition of the requirements of the agreement to accompany a bond.
  - e. Establishment of requirements for the forms of acceptable guarantee.
  - f. Redefinition of default conditions and extension requirements.
  - g. Inclusion of VDOT in the street acceptance process when appropriate.

Per State Code § 15.2-2248, the County Planning Commission must recommend approval or disapproval the proposed changes at a public hearing within sixty days of notice and the Board of Supervisors must approve or disapprove within thirty days after the public hearing. The Town has granted a 30 day extension to accommodate meeting schedules and the action dates are as follows:

The Planning Commission must recommend approval or disapproval by January 7, 2010 and the County Board of Supervisors must approve or disapprove the proposed changes by February 7, 2010.

## **SUGGESTED MOTIONS**

1. I move that the Planning Commission forward the revisions to the Town of Purcellville Land Development and Subdivision Control Ordinance (LDSCO) to the Board of Supervisors with a recommendation of approval based on the findings included in the staff report.

Or

2. I move an alternate motion.

## **I. FINDINGS**

1. The proposed amendments are consistent with the objectives of the Revised General Plan and the Purcellville Urban Growth Area Management Plan.
2. The amendments do not change the goals or strategies of existing policies.

## **II. REVIEW**

### **A. Background Information**

The Purcellville Urban Growth Area Management Plan (PUGAMP) describes the Urban Growth Area (also known as the Joint Land Management Area (JLMA)) as a transitional area between the Town and the rural area that exists outside of the JLMA. The function of the JLMA will also be to complement and enhance the role of Purcellville as a business and social center in western Loudoun. The JLMA contains approximately 3,100 acres (4.7 square miles) of land surrounding the incorporated Town of Purcellville located in western Loudoun County which does not include the 1300 acres of land located within the Town. The Purcellville JLMA is bisected by Route 7 (Business) and is bounded to the north by Route 711, by the Town limits and Route 690 to the west, and extends

approximately one-half mile from the corporate limits of the Town to the east and the south. Land outside the corporate limits of the Town are governed by the County's zoning ordinance and developed under the Town's Land Development and Subdivision Control Ordinance.

In November 1994, an Annexation Agreement was adopted. The Agreement requires that the Town and County adopt and maintain a plan (PUGAMP) for the UGA/JLMA area to address land use, development densities, transportation, proffer guidelines, and public utilities and facilities.

The Revised General Plan specifies six policies pertaining to the Purcellville JLMA:

1. Development within the JLMA will comply with the Purcellville Urban Growth Area Management Plan as amended. The County will work with Town officials on annexation, development, and other issues within the JLMA.
2. The County encourages a mix of residential and business uses in and around the Town that are compatible in scale with the small-town character of Purcellville.
3. The County will work with the Town to plan for a trail extension to Franklin Park that connects the W&OD Trail with the park.
4. The County will retain the southern circumferential road south of the Town that connects Routes 287 and 690. The southern circumferential road is designated in the Revised Countywide Transportation Plan as a rural collector with limited access.
5. Developments along Route 7 and Route 287 and the Route 7 Bypass will include setbacks, height limitations, and landscaping to preserve town character.
6. The County will encourage the use of frontage roads, coordinated development plans, and other means of minimizing the number of driveways along Route 7 and Route 287.

In accordance with Section II.F.1 and 2 of the Annexation Agreement (Appendix A of PUGAMP), subdivision that occurs outside the Town's corporate limits but within the JLMA is jointly reviewed by the County's Department of Building and Development and the Town. This portion of the Agreement also establishes the extraterritorial subdivision control within the UGA/JLMA. Application for subdivision is made through the Town and referred by Town Staff to Building and Development. Building and Development Plans Review staff performs an examination of the application strictly for Zoning Ordinance compliance and submits referral

comments to the Town. Approval authority for these applications rests solely with the Town unless a portion of the property is outside the UGA/JLMA. If this is the case, both the Town and the County must approve the subdivision application.

**B. About the Proposed Amendments**

The Town is continuing its efforts to provide a more efficient review and approval process for land subdivision applications. The Economic Development Implementation Strategy of the 2025 Purcellville Comprehensive Plan states that the Town should “streamline local regulations and procedures to promote efficiency and clearly understood business development process.” The Town determined that the current ordinance provides a process that is lengthier than necessary and not compatible with the Town’s economic development goals. In support of its stated goals, the Town proposes several amendments to its Land Development and Subdivision Control Ordinance:

1. Clarifies that, in addition to the choices for providing surety, a subdivider/developer has the option to install any or all required improvements;
2. Clarifies the purpose of the bonding policy;
3. Describes the types of applications that require bonding;
4. Describes bonding requirements for improvements to be dedicated to Loudoun County within the Town extra-jurisdictional subdivision jurisdiction area;
5. Clarifies existing, and establishes new, requirements regarding the duration, amount, and format of performance agreements;
6. Establishes new requirements for bond estimates;
7. Clarifies existing, and establishes new, requirements for letters of credit;
8. Deletes existing Section 4.3.4 regarding Set Aside Agreements;
9. Clarifies existing, and establishes new, requirements and procedures regarding bond defaults and extensions;
10. Clarifies existing, and establishes new, requirements and procedures regarding bond reduction;

11. Clarifies existing, and establishes new, requirements and procedures regarding bond release, street acceptance, and field inspections;
12. Revises references to the Code of Virginia to reflect current codification; and
13. Corrects typographical errors and clarifies other ambiguous provisions as necessary to implement and maintain consistency with the proposed revisions.

**C. Overall Analysis**

There are no policy issues associated with this proposal, nor are there fiscal impacts on the County. The PUGAMP Annexation Agreement assigns extraterritorial subdivision jurisdiction to the UGA/JLMA but does not stipulate process details such as the ones proposed by these amendments. In addition, the changes proposed to the Purcellville LDSCO will have little or no impact on the County commitments outlined in the PUGAMP Annexation Agreement.

**III. CONCLUSION**

Staff agrees the amendments further the effort to streamline and update the Town's subdivision and bonding process. The proposed changes to the LDSCO provide a higher level of predictability to the surety process which eases the review process for the Town and which provides a level of certainty to the development community.

<b>IV. ATTACHMENTS</b> (All attachments are available electronically from the Department of Building and Development)		<b>PAGE NUMBER</b>
1. Draft Amendments To Land Development & Subdivision Control Ordinance Re: Bonding policy		A-1
2. State Code Section 15.2-2248		A-9
3. Letter requesting County review		A-10
4. Map of the Purcellville UGA/JLMA per CPAM 2008-0002		A-11

**DRAFT AMENDMENTS TO LAND DEVELOPMENT & SUBDIVISION  
CONTROL ORDINANCE RE: BONDING POLICY**

(Additions shown in ***Bold italics*** and deletions in ~~strike through~~)

**ARTICLE IV  
PHYSICAL IMPROVEMENTS**

~~The applicant/developer shall submit with the final set of subdivision plats and/or the final set of site plans, and specifications herein referred to as Construction Plans for all public improvements as required by this ordinance.~~

**Comment [TK1]:** this is better stated in Section 2.7

**4.1. CONSTRUCTION OF IMPROVEMENTS**

**1. Options for Required Improvements**

The ~~subdivider/applicant~~ developer shall have the following options for the construction of the required public improvements ~~once the final record plat is approved but prior to recordation~~ ***in accordance with Code of Virginia Section 15.2-2241, as amended.***

- a. ***For applications with preliminary plat approval, the subdivider/developer may install any or all improvements as required by this ordinance and specified in the approved construction drawings plans; or.***
- b. ***For applications with final plat or final site plan approval, the subdivider/developer prior to installation of any public improvements may post an agreement and a performance bond with the Town to guarantee the installation of all improvements as specified in the approved construction drawings plans or site plan.*** The performance bond may be one of the following:
  - A letter of credit from a recognized financial institution.
  - A surety bond underwritten by a company approved in the State of Virginia.
  - A cash deposit.
  - Any other device approved by the Town Attorney.

**2. Agreement and Performance Bond Approval Required**

The agreement and performance bond shall be approved by the Town Attorney as to form and content.

**3. Authorization of Subdivision Plat or Site Plan**

Upon approval of the agreement and performance bond by the Town Attorney, the Zoning Administrator shall authorize by his signature the final record plat for recordation by the applicant/developer or shall authorize by his signature the approval of the Site Plan.

**4.2 BONDING POLICY**

**1. Purpose**

***The purpose of the Bonding Policy is to*** obtain an acceptable guarantee of performance to assure the timely construction and completion of public and other ***required*** physical improvements in accordance with the approved construction plans ***or site plans***, Town Facilities Standards Manual and applicable state code requirements. This policy may be amended from time to time by resolution of the Town Council. The Town is authorized to require bonds in conjunction with subdivision/site plan approval, ***special use permits***,

*proffer conditions or any other review procedure requiring the approval of the Town Council pursuant to Sections 15.2-2241-15.2246, 15.2-2286-15.2-2288, 15.2-2203, 15.2-2299 and 15.2-2309 of the Code of Virginia 1950, as amended. Any improvements to be dedicated to Loudoun County within the Purcellville extra-territorial subdivision jurisdiction area shall be bonded in accordance with the Loudoun County bonding policy.*

**Comment [TK2]:** Per Loudoun County request and accuracy of document

*Performance bonds shall be required for public and other physical improvements as shown upon approved construction plans and profiles for record plats and as shown upon approved site plans, including any improvements required by a special use permit or proffered conditions. Such improvements shall include, without limitation, road, curb, gutter, sidewalk, trails, storm drainage, traffic signalization and control, and any other site-related improvements required by Town of Purcellville Ordinances for vehicular ingress and egress, for public access roadways, for structures necessary to insure stability of critical slopes and for stormwater management facilities.*

## 2. Agreement

An agreement, supported by surety, whose terms include any of the forms of performance guarantee identified in this section, will be required on all projects **within the Town of Purcellville** which obligate the developer to construct required improvements in approved subdivisions, site plans or other review plans in a timely manner.

- a. The maximum period of the initial agreement shall be 24 months., ~~except that agreements secured by a letter of credit or by set aside agreement shall be for an initial period of 12 months.~~ ***If construction of the subject project is not commenced within the initial Performance Agreement timeframe, the bond amount may require adjustment and subsequent reconsideration and review by the Town.***
- b. The agreement shall be between the developer and the Town of Purcellville. A ~~suggested~~ ***required*** agreement format will be provided to all developers for their ~~guidance in preparation of the agreement use.~~
- c. Any and all forms of surety shall be ~~at least~~ equivalent to 100 percent of the estimated ***unit*** cost of ***construction of required*** improvements ***as specified by the Town, plus a Contingency Factor to cover administrative and engineering costs in the event of default and potential damage to existing roads or utilities*** ~~including engineering costs~~, plus a percentage of such cost based on the rate of inflation at the time of filing of such bond. ~~This~~ ***The Inflation Factor*** ~~percentage~~ should be equal to the annual percentage change in the Construction Index Code, as published weekly in the Engineering News Record. This ***Inflation Factor*** is to be applied over the life of the bond, using the equation  $C(p)(I)(E) + E$ ; where P = the period of the bond (years); I = annual inflation factor; and E = the estimated cost of improvements, including engineering cost C = total bond value. ***The total amount of the Contingency Factor plus the Inflation Factor shall comply with State Code Section 15.2-2241.5.***
- d. The performance of temporary siltation and erosion control obligations will be guaranteed separately from other public improvements and will be made between the developer and Loudoun County.

- e. Where two or more sureties are provided in conjunction with one performance agreement, the agreement shall identify and incorporate each surety separately.

### 3. **Bond Estimate**

*The Bond Estimate shall be prepared and sealed by a professional engineer or surveyor and submitted to the Town for approval.*

**Comment [TK3]:** This is codifying current Town policy

## 4.3 FORMS OF GUARANTEE

### 1. *Corporate Surety Bond*

This surety will be furnished by an insurance company licensed to transact fidelity and surety insurance in Virginia and will guarantee the full amount of the bond.

### 2. *Cash Escrow*

The face amount of the bond will be submitted to the Treasurer of the Town of Purcellville and deposited by the Treasurer to a separate account for Performance Bond Escrow.

### 3. *Letter of Credit*

A letter of credit meeting the following minimum conditions will be accepted.

**Comment [TK4]:** Changes for clarification

- a. The lending institution must be insured by the Federal Deposit Insurance Corporation (FDIC) *and shall have offices and license to practice banking in Virginia, Maryland or the District of Columbia* ~~or Federal Savings and Loan Insurance Corporation (FSLIC)~~, unless otherwise agreed to by the Town Attorney.
- b. The *performance* agreement must expire a minimum of 6 months prior to the termination of the Letter of Credit. *For example, a 12-month Performance Agreement requires an 18-month Letter of Credit. A minimum of a 12-month agreement, with an 18-month letter of credit is required. This 6-month requirement is in addition to the 6-month automatic extension that is required below.*
- c. ~~A minimum notification period of 90 days of the lending institutions election not to extend the validity of the letter of credit is required and must be sent by certified mail to the Town with a copy to the Town's attorney. (This statement must be included in the letter of credit)~~ *The letter of credit shall contain the conditions of automatic renewal providing that the letter of credit will automatically be extended for additional periods of six months unless the Town Manager, or his designee, is notified in writing, by certified mail, with return receipt requested, at least ninety (90) days in advance of the present or future expiration date, that the issuing bank does not intend to extend such letter of credit.*
- d. All extensions of time of the performance agreement completion date will be granted only ~~in minimum increments of 6-month periods.~~ *upon*



*corresponding extension of the letter of credit expiration date to comply with Subparagraph b above.*

- e. The new letter of credit and/or time extensions are subject to all the minimum requirements outlined in items a. through d.

#### ~~4. Set Aside Agreement~~

~~A set aside agreement among the developer, a lending institution which is insured by FDIC or FSLIC, unless otherwise agreed to by the Town and which is making the development or construction loan to the developer for the project, and the Town:~~

- ~~a. The agreement must commit the bond funds to payment of required/bonded improvements and no other purpose.~~
- ~~b. The Town will have 30 days in which to approve or disapprove any expenditure, upon written request for approval identifying the project and agreement and nature of proposed expenditure and balance of the completion fund.~~
- ~~c. The agreement will acknowledge that the fund cannot be drawn below 50 percent of the starting balance, or such other minimum reduction permitted by this policy, until final release and the maximum limit of draws that can be made shall be limited to four.~~
- ~~d. In determining whether to approve or disapprove an expenditure out of the set aside fund, the Town may require the certified statement of a licensed architect and/or engineer as to the extent and quality to which the improvement has been completed.~~
- ~~e. The developer shall pay a fee for the processing of a request for approval, in accordance with a fee schedule established by the Town Council.~~
- ~~f. A performance agreement secured by a set aside agreement must state that the physical improvements will be completed within 12 months or less following the date of the performance agreement. Such time period may be extended in accordance with the provisions of this policy.~~

**Comment [TK5]:** The Town does not use these provisions and has not found them in other area jurisdiction's policies.

#### ~~4.5. Extensions and Rebonding of Agreements; Defaults~~

~~Terms of the agreement, when default occurs and the procedure for extensions of the agreement are defined pursuant to 15.2-2309 of the Code of Virginia 1950 and prescribed as follows:~~

- a. **Default.** When a developer enters into an agreement with the Town, ~~it is understood that~~ all the necessary physical improvements must be completed within a ~~specific~~ **the** period of time ***specified in the agreement.*** If the developer acts, or fails to act, in a manner which could constitute a breach of the agreement or all the noted improvements are not completed within this time period and no extension has been obtained, or a replacement agreement and bond have not been submitted and approved with a new expiration date, the agreement will be deemed in default.
- b. **Extensions.** ***It shall be the sole responsibility of the developer to keep the Performance Agreement current. Approximately sixty (60) days prior to***

*the expiration of an Agreement, the Town Manager or his designee may review the project records to determine if the developer has initiated the process for final bond release and to determine if the bond may reasonably be eligible for release within sixty (60) days. If it is determined that the project bond is not reasonably expected to be released within such sixty (60) days, the developer and surety may be notified in writing, and may be required to provide for the extension of the Agreement and surety or security within such sixty (60) days. If the bond cannot be released or if no extension agreement and bond extension have been submitted in approved form by the agreement expiration date, the Agreement shall be in default.*

~~Approximately 60 days prior to the expiration of an agreement, the Town Manager will prepare a report which provides the completion status of the physical improvements as noted on the approved plans. If inspection of the site indicates that the balance of work cannot be completed within the remaining 60 days, then the developer and the surety underwriter will be notified in writing. The letter will caution the developer and the surety underwriter that, unless the work is completed by the expiration date of the agreement or an extension of the bond is obtained, the developer will be in default.~~

- c. The developer may make a formal request to the Town for an extension of the expiration date for a maximum of one (1) year. The developer must indicate the reasons and conditions which have prevented him from completing the required physical improvements. The developer must also have all sureties' written consent to the request, including corporate surety companies. All signatures must be notarized. The developer shall be responsible for all consultant fees **and bond extension fees** as per Section 6.2.
- d. Where a developer has requested an extension or a new agreement and surety, **the Town Manager or his designee** will review the reasons supplied by the developer and prepare a written response to the request applying the following criteria:
  1. Percentage of project completion
  2. Number of homes completed, occupied and connected to public utilities
  3. Rate of construction activity
  4. Historical experience of developers ability to complete project public improvements in the Town and in other jurisdictions
  5. Current projected completion cost
- e. In the event that a response to the Town's warning concerning possible default is not received or in the event the project is deemed in default, the matter will be referred to the Town Attorney for guidance and appropriate legal action as may be deemed necessary.
- f. **Projects located within Town's extra-territorial subdivision jurisdiction must be bonded with Loudoun County and must follow County bond extension requirements.**

**Comment [TK6]:** Loudoun County language recommended here as correctly placing legal burden for extension on the developer.

**5.6. Bond Reduction**

The following standards shall apply for any request for a bond reduction:

- a. No more than three ~~reductions~~ **periodic partial releases** ~~shall be permitted in will be granted within~~ any twelve (12) month period.
- b. The cumulative amount of all bond reductions shall equal no less than ~~eighty~~ **ninety** percent ~~(80%)~~ **(90%)** of the original bond value. Periodic partial releases may not occur before the completion of at least thirty percent (30%) of the facilities covered by the bond..
- c. The developer **must make a written request for each bond reduction to the Town and** will pay the Town a fee for processing such reductions according to a fee schedule established by the Town Council. The developer shall also be responsible for all consultant fees established by Section 6.2.
- d. **Bond reductions for bonds held by Loudoun County must be processed and reduced in accordance with County bonding policy.**

**Comment [t7]:** No longer redundant with section 5.b. Changed to match State Code.

**Comment [TK8]:** Per VA State Code change

**6.7. Bond and Agreement Release and Reduction Procedures**

Procedures for improvements to be accepted by the Town, ~~a homeowners association, or~~ other agency or for the release or reduction of a bond for any other reason are as follows:

- a. After all physical improvements, or those improvements for which a bond reduction is requested, are completed and a set of as-built plans, certified as to construction by a licensed engineer ~~or~~ **surveyor**, are submitted to the Town, the developer must submit a **written** request to the Town for an inspection.
- b. A date will be set for a field inspection, and a punch list of those items requiring correction will be made. The Town shall notify the developer of the items requiring correction or revision within thirty (30) days of receipt of the developers request for an inspection.
- c. ~~The developer will have thirty (30) days to complete the items requiring correction. If these punch list corrections are not done or completed by the end of the time period~~ **by the developer within thirty (30) days**, the entire project may be subject to re-inspection.
- d. The developer will notify the Town that he has completed the punch list items and desires final inspection. A date will be set for the final inspection by the Town with the developer and representative of the receiving authority ~~(homeowners association or other agency)~~ if applicable.
- e. Final inspection will be made once the developer has supplied all necessary plats, quitclaims, as-built plans and other required items to the Town. Failure to supply these required items will necessitate rescheduling the joint inspection. The developer shall be responsible for all consultant fees as per Section 6.2.
- f. If the final inspection indicates that any improvements, or parts thereof for which bond reduction is requested, are satisfactorily completed, the improvements bond may be replaced or supplemented with a maintenance bond. The value of such bond will be five percent (5%) of the original bond amount and shall be for a period of one (1) year from the date of completion

**Comment [t9]:** Added per request of Planning Commission.

- of the project. Maintenance responsibility for the improvements will remain with the developer until such time as the ~~homeowners association or other~~ ultimate receiving authority accepts such improvements for maintenance.
- g. The Town will process all necessary items in order to schedule bond release or reduction.
  - h. The Town Manager *or his designee* will be responsible for the release of or reduction of a bond and the approval of a maintenance bond. At this time, any bonds or parts thereof applicable to the completed improvements will be released, or reduced as appropriate. ~~The developer shall pay all consultant fees and any other fees as per Section 6.2 prior to the conveyance of the streets to the Town.~~
  - i. Street construction and acceptance into the Virginia Department of Transportation (VDOT) Secondary System *shall be* subject to compliance with the *following* standards and ~~procedures~~:
    - (i.) After all streets, or that portion of the streets for which a bond reduction is requested, are completed and, for fully completed projects, a set of as-built plans, certified as to construction by a licensed engineer, are submitted to the Town, the developer must request in writing, to the Town that *an joint inspection of such streets in accordance with the Town of Purcellville's Street Acceptance Procedures* be made ~~with VDOT~~. The developer shall pay all consultant fees and any other fees as per Section 6.2 prior to the conveyance of the streets to the Town and/or ~~VDOT~~.
    - ~~ii. A date will be set for a field inspection by the Town in consort with VDOT and the developer. A punch list of those items requiring correction or revision within thirty (30) days of the developers request for inspection.~~
    - ~~iii. The developer will have thirty (30) days to complete the corrective work. This punch list does not relieve the developer of any defects which might arise at a later date. If the punch list corrections are not done or completed by the end of the time period, the entire project may be subject to re-inspection.~~
    - ~~iv. The developer will notify the Town that he has completed the punch list items and desires final inspection. The Town will briefly check the project and then set a date for joint inspection with VDOT and the developer.~~
    - ~~v. Final inspection will be made once the developer supplies all plats, quitclaims, as built plans and any other required items to VDOT. Failure to supply these required items will necessitate rescheduling the joint inspection.~~
    - ~~vi. Following the joint inspection, if the improvements have been satisfactorily completed and the streets meet all other necessary requirements for acceptance into the State Secondary System, VDOT will forward a letter to the Town indicating that inspection has been made and the facilities have been constructed in accordance with the approved construction plans. If the streets do not meet all requirements~~

**Comment [t10]:** This is redundant of next paragraph. Next sentence started new section on St. Acceptance for clarity.

**Comment [t11]:** Added clarification

**Comment [TK12]:** As requested by Public Works

~~for acceptance into the secondary system, but final inspection indicates the Developer has performed as to construction, the improvements bond or part thereof may be replaced with a maintenance bond. The value of such bond will be five (5%) percent of the original bond. Maintenance responsibility will remain with the developer until such time as the streets are accepted in the secondary system. Once the streets are eligible for acceptance, normal bond release procedures will be instituted.~~

~~vii.~~ (ii.) Once it is determined that the street qualifies for acceptance into the secondary system, the Town will formally by resolution request acceptance of the Street(s) into the secondary system for maintenance.

~~viii.~~ (iii.) Upon receipt of notice of formal acceptance of the street(s) into the secondary system, any bonds or parts thereof, applicable to the completed streets, will be released.

\*\*\*\*\*

#### 4.6 PLANS AND APPROVALS

##### 1. *Submission of Plans for Approval*

Plans and specifications for all improvements, whether to be constructed before or after approval of a plat or site plan, shall be submitted to the Department of Planning and Zoning for review and approval.

##### 2. *Required Review*

Prior to review and approval by the Zoning Administrator, all such plans and specifications shall first be reviewed and a recommendation for approval or denial issued by those agencies and parties designated by the Town to perform such review. These agencies include but are not limited to: the Virginia Department of Transportation, Loudoun County, the Town's consulting engineers and the Town staff.

##### 3. *Final Inspection*

All improvements shall be subject to final inspection and approval by a duly designated representative of the Town. Upon such approval, the developer shall convey all improvements to the Town of Purcellville, in fee simple, before release of any performance bond, surety, cash or letter of credit. Absent a Town of Purcellville inspection, the developer must submit evidence of construction meeting Town approved standards.

[prev](#) | [next](#)

§ 15.2-2248. Application of certain municipal subdivision regulations beyond corporate limits of municipality.

The subdivision regulations adopted by a municipality within the counties of Giles, Clarke, Culpeper, Loudoun or Mecklenburg shall apply within the corporate limits and may apply beyond, if the municipal ordinance so provides, within the distance therefrom set out below:

1. Within a distance of five miles from the corporate limits of cities having a population of one hundred thousand or more;
2. Within a distance of three miles from the corporate limits of cities having a population of less than one hundred thousand; and
3. Within a distance of two miles from the corporate limits of incorporated towns.

Where the corporate limits of two municipalities are closer together than the sum of the distances from their respective corporate limits as above set forth, the dividing line of jurisdiction shall be halfway between the limits of the overlapping boundaries.

The foregoing distances may be modified by mutual agreement between the governing bodies concerned, depending upon their respective areas of interest, provided such modified limits bear a reasonable relationship to natural geographic considerations or to the comprehensive plans for the area. Any such modification shall be set forth in the respective subdivision ordinances, by map or description or both.

No such regulations or amendments thereto shall be finally adopted by any such municipality until the governing body of the county in which such area is located shall have been duly notified in writing by the governing body of the municipality or its designated agent of such proposed regulations, and requested to review and approve or disapprove the same; and if such county fail to notify the governing body of such municipality of its disapproval of such plan within forty-five days after the giving of such notice, such plan shall be considered approved. Provided, however, that in any county which has a duly appointed planning commission, the governing body or the council shall send a copy of such proposed regulations or amendments thereof to such commission which shall review and recommend approval or disapproval of the same. The county commission shall not take any such action until notice has been given and a hearing held as prescribed by § [15.2-2204](#). Such hearing shall be held by the county commission within sixty days after the giving of notice by the municipality or its agent. Such commission shall forthwith after such hearing make its recommendations to the governing body of the county which shall within thirty days after such hearing notify the municipality of its approval or disapproval of such regulations and no regulations effective beyond the corporate limits shall be finally adopted by the municipality until notification by the governing body of the county, except that if the county fails to notify the governing body of the municipality of its disapproval of such regulations within ninety days after copy of the regulations or amendments thereof are received by the county commission, the regulations shall be deemed to have been approved.

(Code 1950, §§ 15-786, 15-967.2; 1954, c. 584; 1962, c. 407, § 15.1-467; 1975, c. 641; 1977, c. 524; 1979, c. 251; 1980, c. 47; 1997, c. 587.)

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[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)

Mayor  
Robert W. Lazaro, Jr.

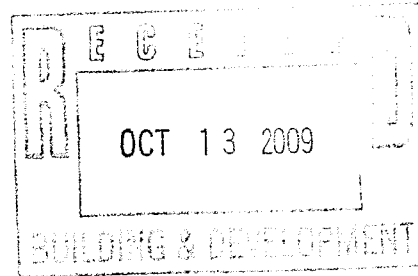
Council  
Gregory W. Wagner  
Christopher J. Walker, III  
Thomas A. Priscilla, Jr.  
Stephen Varnecky  
James O. Wiley  
Joan Lehr



Town Manager  
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J. Patrick Childs

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October 7, 2009



Michael Seigfried, Assistant Director  
Department of Building and Development  
County of Loudoun  
P.O. Box 7000  
Leesburg, VA 20177-7000

Dear <sup>Mike</sup> Mr. Seigfried:

In accordance with Title 15.2-2248 of the Code of Virginia, as amended, this is to notify you that the Purcellville Planning Commission is considering the enclosed draft amendments to the Purcellville Land Development & Subdivision Control Ordinance, which have applicability outside of the corporate limits, and to request the County's review of the enclosed draft amendments. We are requesting your staff review at this point, with the understanding that the Town will request formal approval of the amendments in their final form by the County Board of Supervisors prior to Town Council consideration of their adoption.

The amendments concern the bonding policies of Article IV, Physical Improvements. They are intended to ensure compliance with current Code of Virginia provisions related to bonding, make technical improvements for clarification purposes, and incorporate recommendations from the Town's Public Works Department and previous recommendations from your office.

For your information, the Purcellville Planning Commission will hold a public hearing in the Council Chambers at 130 E. Main Street, Purcellville, Virginia on Thursday, October 15, 2009 at 7:00 p.m concerning the current version of the amendments.

If you have any questions or would like additional information regarding the amendments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha Mason Semmes".

Martha Mason Semmes, AICP  
Director of Planning & Zoning

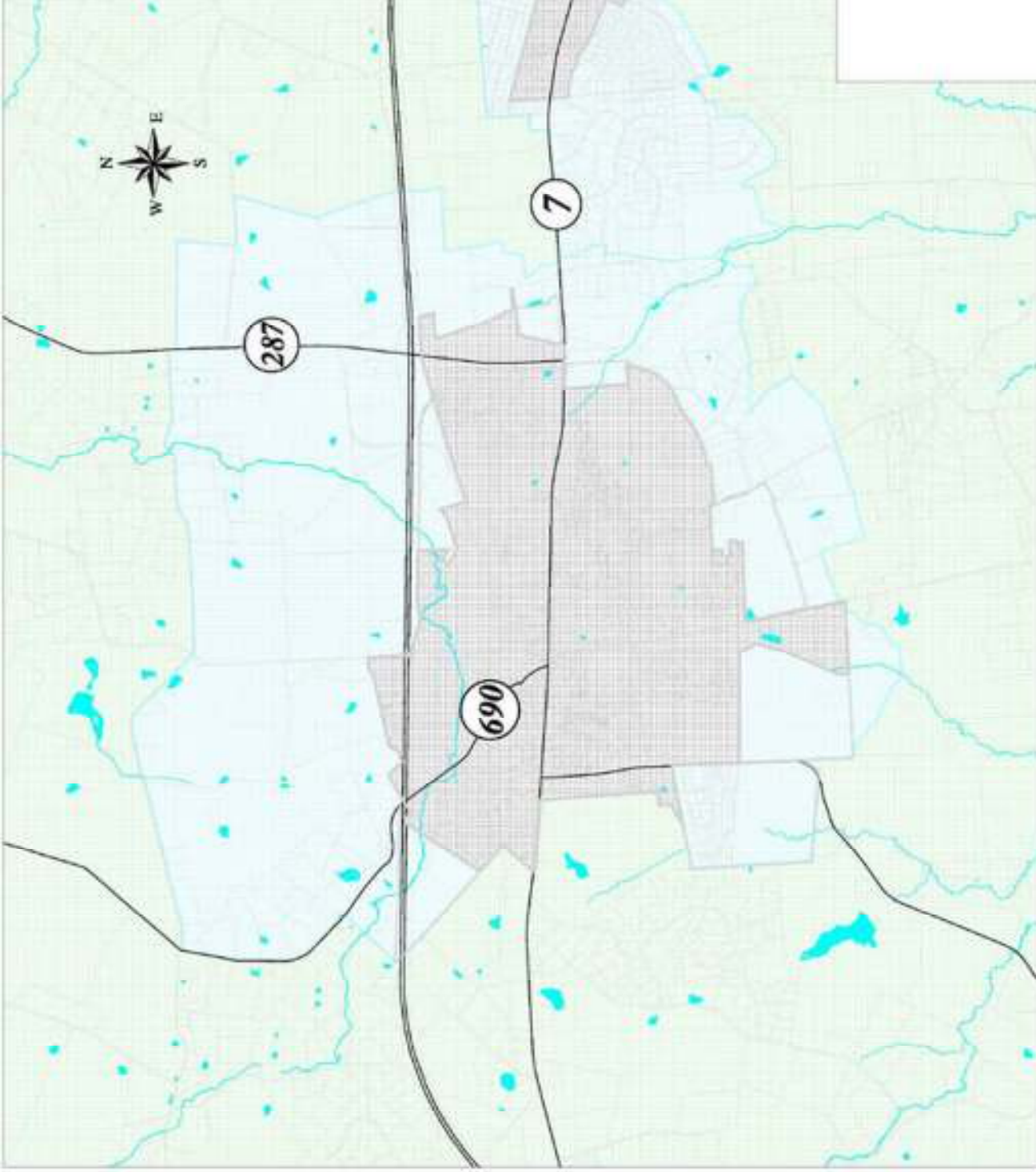
Enclosure: Draft amendments to LDSCO Article IV re: Bonding Policies



# Purcellville & JLMA



- Annex Phases  
Policy Areas
- RURAL
  - SUBURBAN
  - TRANSITION
  - TOWN/AIRPORT
  - TOWN JLMA



## Notes:

This map was created for the Loudoun County Comprehensive Plan Review (C-PRV 2000-0001). Data are subject to change.  
Source: Loudoun County Planning Department